

Recommended Conditions of Approval – Parcel Map

In addition to complying with all applicable City, County, State and Federal Statutes, Codes, Ordinances, Resolutions and Regulations, Permittee expressly accepts and agrees to comply with the following conditions of approval of this Permit:

Unless otherwise noted, all conditions shall be subject to the review of approval of the Director of Community Development.

1. GENERAL CONDITIONS

- A. Project shall be in conformance with the plans approved at the public hearing(s). Minor changes may be approved by the Director of Community Development, major changes may be approved at a public hearing.
- B. The Parcel Map shall expire twenty-four months from the date of approval by the final review authority at a public hearing if the approval is not exercised, unless a written request for an extension is received prior to expiration date.
- C. Obtain Building and Fire permits for requested modifications, including:
 1. Requirement for on-site hydrant (903.2 UFC).
 2. As applicable, comply with the requirements contained in Sunnyvale Municipal Code Chapter 16.52, 16.53 and 16.54; California Fire Code, Title 19, California Code of Regulations.
 3. The water supply for fire protection and fire fighting shall be approved by the Department of Public Safety.
 4. Install approved smoke detectors in accordance with the Sunnyvale Municipal Code 16.52.280.
 5. Fire access lanes are required and shall be marked in accordance with SMC 16.52.160, UFC 901.
 6. Provide approved fire extinguishers (minimum size 2A10BC).
 7. Provide illuminated exit signs (CFC 1212.4)
 8. Provide emergency egress lighting (CFC 1212.1).
 9. Install panic hardware on exit doors (CFC 1207.4).
 10. This project triggers the need for sidewalk installation along Gibraltar; based on the report provided, some modifications to the sidewalk may be needed to mitigate the impact to individual trees.

11. Landscape irrigation shall be connected to existing reclaimed water system. Abandon existing irrigation connection to water line.
12. This project requires recordation of parcel map.
13. Existing deficient public improvements shall be upgraded to current City standards, including but not be limited to upgrading existing water meter to radio-read water meter and driveway approaches.
14. Upgrade existing fire hydrant to Clow-Rich 75; existing hydrant shall be salvaged and returned to Public Works Department.
15. Install minimum 5ft wide sidewalk along entire frontage of project.
16. Obtain an encroachment permit from the Public Works Department/Engineering for all improvement in the public right-of-way.
17. The developer shall execute a Development Agreement and post surety bond(s) and/or cash deposit(s) for all proposed public and/or private improvements prior to any permit issuance.
18. All existing utility lines and/or their appurtenances not serving the project and/or have conflicts with the project, shall be capped, abandoned, removed, relocated and/or disposed to the satisfaction of the City.
19. Each unit should function independently in terms of utility service lines, unless otherwise provided in the CC&R for shared usage and maintenance responsibilities.
20. This project shall comply with all standard PW/Engineering conditions of approval (available upon request).
21. The developer is required to pay for all changes or modifications to existing city utilities, streets and other public utilities within or adjacent to the project site, including but not limited to utility facilities/conduits/vaults relocation due to grade change in the park strip area, caused by the development.

2. CC&R's (CONDITIONS, COVENANTS AND RESTRICTIONS)

- A. Any proposed deeds, covenants, restrictions and by-laws relating to the subdivision are subject to review and approval by the Director of Community Development and the City Attorney.
- B. The developer/Owner shall create an Owner's Association that comports with the state law requirements for Common Interest Developments. Covenants, conditions and restrictions (CC&Rs)

relating to the development are subject to approval by the City Attorney and Director of Community Development prior to approval of the Final Map. In addition to requirements as may be specified elsewhere, the CC&R's shall include the following provisions:

- C. Membership in and support of an association controlling and maintaining all common facilities shall be mandatory for all property owners within the development.
- D. The homeowners association shall obtain approval from the Director of Community Development prior to any modification of the CC&R's pertaining to or specifying the City.
- E. The developer shall maintain all utilities and landscaping for a period of three years following installation of such improvements or until the improvements are transferred to an owners association, following sale of at least 75% of the units, whichever comes first.
- F. The CC&Rs shall contain the following language:
 - 1. "Right to Remedy Failure to Maintain Common Area. In the event that there is a failure to maintain the Common Area so that owners, lessees, and their guests suffer, or will suffer, substantial diminution in the enjoyment, use, or property value of their Project, thereby impairing the health, safety and welfare of the residents in the Project, the City, by and through its duly authorized officers and employees, will have the right to enter upon the subject Property, and to commence and complete such work as is necessary to maintain said Common Area. The City will enter and repair only if, after giving the Association and Owners written notice of the failure to maintain the Common Area, they do not commence correction of such conditions in no more than thirty (30) days from the giving of the notice and proceed diligently to completion. All expenses incurred by the City shall be paid within thirty (30) days of written demand. Upon a failure to pay within said thirty (30) days, the City will have the right to impose a lien for the proportionate share of such costs against each Lot in the Project.
 - 2. It is understood that by the provisions hereof, the City is not required to take any affirmative action, and any action undertaken by the City will be that which, in its sole discretion, it deems reasonable to protect the public health, safety and general welfare, and to enforce it and the regulations and ordinances and other laws.
 - 3. It is understood that action or inaction by the City, under the provisions hereof, will not constitute a waiver or relinquishment of any of its rights to seek redress for the violation of any of the

provisions of these restrictions or any of the rules, regulations and ordinances of the City, or of other laws by way of a suit in law or equity in a court of competent jurisdiction or by other action.

4. It is further understood that the remedies available to the City by the provision of this section or by reason of any other provisions of law will be cumulative and not exclusive of the maintenance of any other remedy. In this connection, it is understood and agreed that the failure to maintain the Common Area will be deemed to be a public nuisance and the City will have the right to abate said condition, assess the costs thereof, and cause the collection of said assessments to be made on the tax roll in the manner provided by appropriate provisions of the Sunnyvale Municipal Code or any other applicable law.
5. No Waiver. No failure of the City of Sunnyvale to enforce any of the covenants or restrictions contained herein will in any event render them ineffective.
6. Third-Party Beneficiary. The rights of the City of Sunnyvale pursuant to this Article will be the rights of an intended third party beneficiary of a contract, as provided in Section 1559 of the California Civil Code, except that there will be no right of Declarant, the Association, or any Owner(s) to rescind the contract involved so as to defeat such rights of the City of Sunnyvale.
7. Hold Harmless. Declarant, Owners, and each successor in interest of Declarant and said Owners, hereby agree to save, defend and hold the City of Sunnyvale harmless from any and all liability for inverse condemnation which may result from, or be based upon, City's approval of the Development of the subject Property."

3. **EXTERIOR EQUIPMENT**

- A. Any modification or expansion of unenclosed uses shall require approval from the Director of Community Development.

4. **FENCES**

- A. Only fences, hedges and shrubs or other natural objects 3 feet or less in height may be located within a "vision triangle" (For definition, refer to Vision Triangle brochure or SMC 19.12.040(16), SMC 19.12.050 (12))

5. LANDSCAPING

- A. All landscaping shall be installed in accordance with the approved landscape plan and shall thereafter be maintained in a neat, clean, and healthful condition.
- B. Provide and maintain trees at minimum 30 feet intervals along side and rear property lines, except where mature trees are located immediately adjoining on neighboring property.
- C. Provide and maintain trees throughout the lot to target achieving the goal of at least fifty percent of the parking area to be shaded within fifteen years after the planting of the trees (SMC 19.38.070(d)(2))
- D. Provide protection measures for all existing trees and tree roots during any construction or renovation, including the installation of the sidewalk along Gibraltar Drive.
- E. In reference the submitted arborist report (January 4, 2005 Medallion Landscape Management, Inc., Attachment G, pages 13 & 14):
 - 1. Remove Tree #3 prior to the installation of the sidewalk and replace with a 24-inch box size of a comparable tree after construction of the sidewalk;
 - 2. Monitor trees #1, 5 and 9 for signs of stress six months after completion of the sidewalk. If trees are greatly impacted by the sidewalk construction, replace with 24-inch box size of a comparable tree.
 - 3. Replace tree #11 due to poor root confirmation.

6. BICYCLE PARKING

- A. Provide 2 Class I and 2 Class II bicycle parking spaces per VTA Bicycle Technical Guidelines as approved by the Director of Community Development.

7. ROOF/ROOF SCREENS

- A. Roof vents, pipes and flues shall be combined and/or collected together on slopes of roof or behind parapets out of public view to meet code requirements as noted in Sunnyvale Municipal Code Section 19.38.020.

8. PARCEL MAP CONDITIONS

- A. Comply with all applicable code requirements as noted in the Standard Development Requirements.

9. SUBDIVISIONS

- A. Individual buildings shall not be sold separately, or if the sale of any building shall be anticipated, all requirements of the Subdivision Ordinance in effect at the time of the sale shall be complied with in full prior to such sale (State Subdivision Map Act).
- B. Remove all debris, structures, area light poles, and paving from the site prior to recordation of a final map.